

We agree to deliver the Goods requested by You on the terms and conditions set out below. Words in *ITALICS* are defined at Clause 27.1 below.

1. Quotations, Acceptance & Contracts

- 1.1 By signing and returning the *Order to Us*, You agree to enter into an *Agreement* with Us in accordance with the *Contract Documents*.
- 1.2 You shall be deemed to have accepted these terms and conditions and the *Quotation* and entered into an *Agreement* with Us if You:
 - (a) give or continue to give Us instructions to perform the *Services* after receiving the *Quotation*, or
 - (b) verbally accept the *Quotation*.
- 1.3 Notwithstanding Clause 1.2, We may insist on You accepting the *Quotation* and these terms and conditions in writing by signing the *Order* or another form of written acceptance.
- 1.4 An *Agreement* made in accordance with Clauses 1.1 or 1.2 will be wholly documented by (in descending order of precedence) the *Quotation* (including the plans and specifications referred to in the *Quotation*), any specific terms agreed in writing and set out in the *Order* and these terms and conditions, which documents shall constitute the entire agreement and will supersede all prior negotiations, proposals and correspondence between the parties.
- 1.5 Despite You at any time providing, referring to, submitting or otherwise using or purporting to use any standard form terms and conditions other than these terms and conditions, such terms and conditions will not form part of, or be incorporated into, the *Agreement*.

2. We are Not Common Carriers

We are not common carriers and accept no liability as such. We reserve the right to refuse to quote for the *Services* for any particular person and for delivery of any goods or classes of goods at Our discretion.

3. Warranties

- 3.1 Except as expressly provided to the contrary, all representations, warranties, guarantees and conditions in relation to the *Services* (whether implied or otherwise) are hereby excluded to the maximum extent permitted by law.
- 3.2 We shall comply with all statutory obligations that apply to the provision of the *Services* including but not limited to occupational health and safety laws and any applicable road transport laws.
- 3.3 You warrant that:
 - (a) You have complied with all applicable laws and regulations relating to the nature, condition, packaging or carriage of the *Goods* (including the Australian Code for the Transport of Dangerous Goods by Road and Rail, Civil Aviation Regulations and the International Maritime Dangerous Goods Code) about the notification, classification, description, labelling, transport and packaging of the *Goods* and that, given their nature, the *Goods* are packaged in a manner, having regard to their nature, adequate to withstand the ordinary risks of carriage,
 - (b) the *Goods* and the *Consignee* are accurately described on the *Consignment Note*,
 - (c) You are either the owner of the *Goods* and/or the authorised agent of the person(s) owning or having any interest in the *Goods* and You enter into this contract on Your own behalf and/or as authorised agent of that person or persons, and
 - (d) You warrant that You have made Your own enquiries in relation to the suitability of the *Services* and have not relied on any representation made by Us.
- 3.4 You hereby indemnify Us against any expenses, charges or losses sustained by Us in complying with the requirements of any law or otherwise incurred as a result of a breach of the warranties in clause 3.1 including but not limited to any claims by any third party.

4. Obligations of the Customer

- 4.1 You shall be responsible for:
 - (a) placing Your order with Us, including but not limited to:
 - (i) providing a correct description of the *Goods*,
 - (ii) designating Our contractor to perform the *Services*,
 - (iii) advising the places/addresses of collection and delivery of the *Goods*,
 - (iv) advising the details of the *Consignee* and the place of delivery, and
 - (v) ensuring that You fully complete the *Consignment Note* and other service document(s) in respect of the performance of the *Services*, retaining a copy and sending another copy with the *Goods*,
 - (b) ensuring the *Goods* are made available for collection by Our contractor at the booked place of collection,
 - (c) ensuring the *Goods* can be and are received by a person at the booked place of delivery,
 - (d) ensuring that You print and attach Our barcoded label (provided online) to the *Goods* in a secure, clear and externally visible position, and
 - (e) ensuring that the packaging of the *Goods* is adequate and can withstand a short drop and the normal rigours of carriage and handling.
- 4.2 In the event that You fail to comply with the Your obligations under this clause, You shall reimburse Us for any costs incurred by Us as a result of such failure, including but not limited to You cancelling or missing the booked collection time and the *Goods* being delivered to the incorrect location.

5. Dangerous Goods

- 5.1 You agree to not tender for carriage of any goods which in Our opinion are or may become *Dangerous Goods* or *Prohibited and/or Restricted Goods* without presenting a full description of those goods.
- 5.2 Except as agreed in writing, We will not accept *Dangerous Goods* or *Prohibited and/or Restricted Goods* for *Services* arranged or performed by Us. Should You nevertheless deliver any such goods to Us or cause Us to handle or deal with any such goods otherwise than as agreed in writing, You will be liable for any loss, damage or cost suffered by Us as a result and You shall indemnify Us from and against all penalties, taxes, duties, claims, demands, damages, costs and expenses arising in connection with same.

- 5.3 We may at any time cause any *Dangerous Goods* or *Prohibited and/or Restricted Goods* or any goods which We consider may become *Dangerous Goods* or *Prohibited and/or Restricted Goods* to be destroyed, disposed of, abandoned or rendered harmless without compensation to You and without prejudicing Our right to any charges payable by You to Us.
- 5.4 Should We provide Our written agreement to deliver *Dangerous Goods* or *Prohibited and/or Restricted Goods*, You:
 - (a) must distinctly mark those goods having regard to their nature,
 - (b) must ensure the goods are packed in a manner adequate to withstand the ordinary risks of the *Services* having regard to their nature and in compliance with all laws and regulations which may be applicable with respect to the *Services*, and
 - (c) will indemnify Us against all claims, losses, damages or expenses arising in consequence of any breach of this clause.

6. Tracking Service

We provide a tracking service on Our website which discloses information provided by Our contractors with respect to the status of a delivery. We do not guarantee the performance or accuracy of this information disclosed and will not be liable for any loss and/or damage arising from any failure or inaccuracy in relation to the tracking service.

7. Delivery of Goods

- 7.1 Subject to Clauses 7.2, 12, 13 We shall deliver the *Goods* as far as reasonably possible within the *Estimated Delivery Period* and in accordance with any agreement between the parties, but We shall not be liable for:
 - (a) any failure to deliver or delay in delivering the *Goods* for any reason,
 - (b) any damage or loss due to unloading, transporting or packing, or
 - (c) any damage to property caused upon entering premises to deliver the *Goods*.
- 7.2 We shall not be required to commence the *Services* until We have received a *Consignment Note*.
- 7.3 We are not liable to deliver the *Goods* except to the *Consignee* shown on the *Consignment Note* or to such other person(s) as may be authorised in writing by You to receive the *Goods* or to effect delivery in such other manner as specified by You including an "authority to leave".
- 7.4 If We are unable to deliver the *Goods* for any reason (including failure on the part of a *Consignee* to take delivery within a reasonable time) We shall be entitled to handle and store the *Goods* at Your risk and in such manner as We may in Our discretion determine and You will be liable to pay to Us Our reasonable costs of such handling and/or storage and additional calls until the delivery is accomplished.
- 7.5 Delivery of the *Goods* is taken to occur:
 - (a) where You have not provided Us with an "authority to leave", when We or Our contractor obtain from any person present at the place of delivery confirmation of receipt of the *Goods* (including a signature on the delivery driver's manifest or scanner) which proof shall be binding on You, or
 - (b) where You have provided Us with an "authority to leave", when We or Our contractor deliver the *Goods* to the address of the *Consignee* even if the *Consignee* is not present at the address.
- 7.6 Under no circumstance shall We or Our contractor be required to provide proof of delivery of the *Goods*.
- 7.7 In the event that the *Consignee* fails or refuses to take delivery of the *Goods* at the time of delivery You shall reimburse Us for any costs incurred by the failure and We shall be entitled to charge a reasonable fee for redelivery and/or storage of the *Goods*.

8. Invoices

- 8.1 You shall pay to Us the *Contract Price* and other money that becomes payable under the *Agreement* (without any set off) in the manner and at the times stated in the *Agreement*.
- 8.2 We may issue an invoice in respect of the *Services* on or after:
 - (a) the dates, periods or milestones specified in the *Quotation*, if any,
 - (b) on the submission of a *Quotation*,
 - (c) every seven (7) days, and
 - (d) upon delivery of the *Goods*.
- 8.3 We may serve an invoice on You by any method that We are entitled to give notice under the *Agreement*.
- 8.4 You must pay the *Contract Price* progressively as claimed by Us within 14 days of receipt of an invoice.

9. Payment of Duties & Release of Information

- 9.1 You authorise Us and Our contractors, without obligation, at any port or place to:
 - (a) pay any duties, taxes, imposts, outlays or charges in respect of the *Goods* and/or *Services*, and
 - (b) release or allow inspection of the *Goods* or any of Your information or documents as required by authorities,
 and You must indemnify Us in respect of any disbursement, expense, cost, loss, fine or damage incurred by Us or Our contractors in doing so and release Us and Our contractors from any liability in connection with same.

10. Lien

- 10.1 If You fail to pay any monies due to Us in respect of any *Services* rendered, We:
 - (a) will have a general and a particular lien over the *Goods*,
 - (b) may sell all or part of the *Goods*,
 - (c) may offset the money arising from the sale of the *Goods* against any monies owing by You to Us, and
 - (d) shall render the surplus, if any, of the moneys arising from the sale of the *Goods* to the person entitled thereto.

11. Variations

- 11.1 We may reweigh the *Goods* to verify the weights and dimensions stated at the time of Your request for a *Quotation*. There will be a deemed *Variation* if the weights and

dimensions stated by *You* are different from the actual weights and dimensions of the *Goods*.

11.2 A *Variation* occurs if:

- (a) the *Agreement* deems a *Variation*,
- (b) *You* request *Us* to perform a *Variation* and subsequently *We* perform the *Variation*, or
- (c) the parties agree in writing to a *Variation*, including agreement as to the price of the *Variation*.

11.3 Unless the parties agree otherwise in writing, the price of a *Variation* will be charged to *You* at *Our* rates outlined in the *Quotation*, or if none are outlined, then those on our website plus *Our* reasonable costs.

11.4 The price of a *Variation* is payable progressively as the *Variation* is performed and is due at the same time as the next *Invoice* unless a different time is agreed.

11.5 Notwithstanding any other Clause herein, *We* are under no obligation to carry out any *Variation* requested by *You*.

12. Acknowledgement of Possible Delays

12.1 *You* acknowledge that the *Services* may be suspended by *Us* pursuant to Clause 13 or delayed by any cause beyond *Our* control including; (a) a *Variation* or a request by *You* for a *Variation*; (b) an act of God, fire, explosion, earthquake or civil commotion; (c) any weather condition that in *Our* reasonable opinion prevents the *Services* from being carried out in the usual manner; or (d) anything done or not done by *You*.

12.2 *We* shall not be liable for the failure to perform the *Services* to the extent and for so long as same is prevented or delayed without substantial fault or negligence by *Us* because of a circumstance referred to in Clause 12.1.

12.3 Where the costs of the *Services* have increased due to any delay beyond *Our* control, a deemed *Variation* will occur.

13. Suspension

13.1 If *You* have not satisfied any condition for the *Services* or are in breach of the *Agreement*, *We* may suspend the *Services* and must promptly give to *You* written notice of the suspension and details of the breach.

13.2 *We* must recommence the *Services* within a reasonable time after *You* remedy the breach and give *Us* written notice of that fact.

14. Dispute Resolution

14.1 If a dispute arises either party may give written notice of the dispute to the other party adequately identifying and providing details of the dispute and the matters, things or steps that the party considers are required to resolve the dispute ("*the Dispute Notice*").

14.2 The parties must meet at least once within five (5) *Business Days* of either party serving a *Dispute Notice* to attempt to resolve the dispute.

14.3 At every meeting of the parties under this clause:

- (a) the parties must be represented by a person having authority to agree to a resolution, and
- (b) anything done or said shall be privileged and kept confidential.

14.4 If the dispute is resolved the parties must write down the resolution and sign it.

14.5 If the dispute is not resolved within 10 *Business Days* of the date on which a party gave the *Dispute Notice*, the Parties must endeavour to resolve the dispute by mediation and the following clauses shall apply:

- (a) the mediation will be held within 25 *Business Days* of the date on which a party gave the *Dispute Notice*,
- (b) the mediator will be appointed jointly by the Parties, or in the absence of such joint appointment, appointed by the President of the Law Society of the State or Territory which the *Agreement* is governed by at the request of either party,
- (c) the mediation shall be conducted in accordance with the procedures determined by the mediator, and
- (d) the parties shall share equally the costs of the mediation.

14.6 The time periods stipulated in this clause shall apply unless a longer time is agreed between the parties in writing in relation to any such stipulation.

14.7 Nothing in this Clause prevents either party from commencing urgent injunctive or interlocutory proceedings in a competent Court.

14.8 This clause shall survive the termination of this *Agreement*.

15. Default & Termination of Contract

15.1 This *Agreement* may be terminated in the circumstances provided by the general law, although this does not prevent the parties agreeing to additional circumstances in which the *Agreement* may be terminated.

15.2 Without limiting clause 15.3, a party may terminate the *Agreement* if:

- (a) the other party is in default of the *Agreement*,
- (b) the non-defaulting party has served notice in writing on the party setting out details of the default and stating that the party will be entitled to terminate the *Agreement* unless the default is remedied within a specified time of not less than 14 days,
- (c) the party fails to remedy the default within 14 days of receiving a notice under clause 15.2(b), or such longer period as may be specified in the notice, and
- (d) the non-defaulting party serves written notice of termination whilst the default remains unsatisfied.

15.3 If *You* fail to pay any money under the *Agreement* within seven (7) days of the due date for payment:

- (a) *We* may terminate the *Agreement* by notice in writing to *You*,
- (b) *We* shall be entitled to interest on the outstanding amount at the rate of 2.5% per calendar month calculated daily from the due date for payment and compounding monthly on the first day of each month until payment is received,
- (c) *You* shall indemnify *Us* from and against all costs and disbursements incurred or payable by *Us* in connection with the recovery of monies owing (including, without limitation, legal fees on an indemnity basis, collection agency costs and bank dishonour fees), and
- (d) *We* may cancel all or any part of the delivery of the *Goods* or work in connection with any other contract or contracts made with *You* to which these terms and conditions

apply whereafter all amounts payable by *You* to *Us* shall become payable immediately.

15.4 *You* agree to pay to *Us*, as genuine pre-estimate of *Our* costs:

- (a) a processing and handling fee of \$20.00 in respect of each payment made under the *Agreement* that is not in satisfaction, or in satisfaction of the balance, of a *Invoice*, and
- (b) a default fee of \$50.00 in respect of any failure by *You* to pay a *Invoice* by the due date for payment or by the corresponding day of each subsequent calendar month until the *Invoice* is paid in full.

16. Insurance

You acknowledge and agree that loss or damage to the *Goods* are insurable risks and that obtaining insurance for the *Services* is *Your* responsibility and if *You* fail or choose not to do so, it is at *Your* risk.

17. Limitation of Liability

17.1 *You* acknowledge that the *Services* may be affected by factors outside of *Our* control and as such *We* accept no responsibility for:

- (a) any failure or delay in the delivery the *Goods*,
- (b) any damage to the *Goods* whatsoever unless caused by *Our* negligent act or omission, or
- (c) misdelivery of the *Goods*.

17.2 *Our* liability to *You* (and any party claiming through *You* against *Us*) for any claim for loss or damage (including legal expenses), whether arising in contract, tort or otherwise, in connection with the *Agreement* shall be limited to the lesser of:

- (a) supplying the *Services* again,
- (b) payment of the cost of supplying the *Services* again, or
- (c) payment of AUD\$100.00.

17.3 *We* shall not be liable for any indirect, special or consequential loss or damage of any nature whatsoever resulting from or caused in any way by the *Services*, including in connection with any negligent act or omission on *Our* part or any employee or contractor engaged by *Us*, or any errors, mistakes or inaccuracies in information for which *We* may be responsible.

17.4 For the purposes of Clause 17.3, 'consequential loss' includes, but is not limited to:

- (a) loss or damage not arising naturally, or according to the usual course of things, from the relevant event giving rise to that loss or damage, whether or not that loss may reasonably have been or supposed to have been in the contemplation of the parties as at the date of the *Order*, as a probable result of the relevant event,
- (b) indirect, economic, special or consequential loss,
- (c) loss in the nature of loss of profits, revenue, staff, data, production, opportunity, use or damage to reputation even if the relevant loss may reasonably have been or was supposed to have been in the contemplation of the parties as at the date of the *Order*, as a probable result of the relevant event, and
- (d) personal injury or property damage.

17.5 *You* must notify *Us* in writing within seven (7) days of delivery setting out full details of all relevant matters should you allege any claim against *Us*, including in relation to damage to the *Goods* or misdelivery of the *Goods*.

18. Guarantee

18.1 In consideration for *Us* entering into the *Agreement*, the *Guarantor* guarantees to *Us* the performance by *You* of all of *Your* obligations under the *Agreement* including any *Variation*.

18.2 If *You* do not pay any money due under the *Agreement* the *Guarantor* must pay that money to *Us* on demand without deduction, set-off or counterclaim even if *We* have not tried to recover payment from *You*.

18.3 Even if *We* give *You* extra time to comply with an obligation under the *Agreement* or do not insist on strict compliance with the terms of the *Agreement* the *Guarantor's* obligations will not be affected.

18.4 Where a payment made by *You* or the *Guarantor* to *Us* is set aside by law, the parties are restored to their respective positions prior to the payment being made and are entitled to exercise all rights under the *Agreement*.

18.5 If there is more than one (1) *Guarantor*:

- (a) this guarantee shall be binding on each of them jointly and severally, and
- (b) the release by *Us* of any *Guarantor* from this guarantee does not affect the liability of any other *Guarantor*.

18.6 The *Guarantor's* liability under this Clause is continuing and unlimited.

19. Personal Property Security

19.1 In this Clause '*amendment demand*', '*attaches*', '*financing statement*', '*financing change statement*', '*security agreement*', '*security interest*' and '*verification statement*' have the meanings given to them by the *PPSA*.

19.2 *You* and the *Guarantor*, if any, hereby charge the *Goods* and all of their respective *personal property* as security for the performance by *You* of *Your* obligations under the *Agreement*.

19.3 *You* shall:

- (a) promptly sign all documents and provide any further information that *We* may reasonably require to register a *financing statement* or *financing change statement* in relation to a *security interest* granted to *Us* under the *Agreement* or any other document required to be registered under the *PPSA*, and
- (b) on demand reimburse *Us* for all costs and expenses incurred in registering a *financing statement* or *financing change statement*.

19.4 Any requirement under the *PPSA* on *Our* part to give a notice to *You* or any *Guarantor* shall not, to the extent that the requirement may be contracted out of (including, without limitation, under Section 115(1) of the *PPSA*), apply to the *Agreement*. Further, to the extent that that *You* and/or the *Guarantor* may waive the right to receive a notice under the *PPSA* (including, without limitation, notice in relation to a *verification statement* under Section 157(1) of the *PPSA*), *You* and the *Guarantor* waives that right.

19.5 *You* irrevocably authorise and license *Us* to enter upon *Your* property or premises, without notice, and without being in any way liable to *You*, if *We* have cause to exercise any of *Our*

rights under Section 123 of the *PPSA*, and *You* shall indemnify *Us* from any claims made by any third party as a result of such exercise.

19.6 The parties agree to treat information of the kind referred to in Section 275(1) of the *PPSA* as confidential. Neither party will disclose, send or make available any of the information referred to in Section 275(1) of the *PPSA* to any person except as required by law or the *Agreement*.

19.7 The parties acknowledge and agree that Clause 19.6 constitutes a confidentiality agreement pursuant to Section 275(6) of the *PPSA*.

20. Real Property Security

20.1 *You* and the *Guarantor*, if any, hereby charge all their right, title and interest in any real property or other assets capable of being charged that they, or any of them, own or hereafter own either solely or jointly, in *Our* favour as security for the performance of *Your* obligations pursuant to the *Agreement* and authorise *Us* to register a Caveat over the title of any such property in the event of a default by *You* under the *Agreement*.

20.2 *You* shall indemnify *Us* from and against all costs and disbursements incurred or payable by *Us* in connection with exercise of *Our* rights under this clause (including, without limitation, legal fees on a solicitor-client basis, stamp duty and registration fees).

21. Subcontracting & Assignment

21.1 *We* may subcontract the whole or any part of the *Services* but remain responsible for the *Services*.

21.2 *We* may assign the *Agreement* to any person. In the event of the assignment *You* may, if *You* have reasonable grounds to believe that the assignee will not comply with the *Agreement*, within seven (7) days of receiving notice of the assignment terminate the *Agreement* by 30 days written notice to *Us* whereafter the termination will be effective unless the assignment is withdrawn.

22. Cancellation

22.1 Notwithstanding any other clause herein *We* may cancel any agreement to which these terms and conditions apply at any time before the *Services* are commenced by giving written notice to *You* whereafter any amount paid by *You* on account of the *Services* shall become immediately repayable to *You*. *We* shall not be liable for any consequential loss or damage in relation to any such cancellation.

22.2 If *You* purport to cancel the *Agreement*, without limiting any other right available to *Us*, *You* shall be liable to *Us* for any and all loss or damage suffered by *Us* in connection with the cancellation including, without limitation, loss of profit in respect of the *Services*.

23. Privacy Act 1988 (Cth)

23.1 *You* and the *Guarantor*, if any, consent to *Us* obtaining a Credit Report from a credit reporting agency in relation to *You* and the *Guarantor* respectively for the purpose of:

- (a) assessing *Your* creditworthiness, and
- (b) the collection of payments that are overdue in respect of commercial credit.

23.2 *You* and the *Guarantor*, if any, agree that *We* may exchange information about *You* and the *Guarantor* with those credit providers either named as trade referees by *You* or named in a Credit Report issued by a credit reporting agency for the following purposes:

- (a) to assess *Your* application for credit,
- (b) to notify other credit providers of a default by *You*,
- (c) to exchange information with other credit providers, where *You* are in default with other credit providers, and
- (d) to assess *Your* creditworthiness.

23.3 *You* and the *Guarantor*, if any, consent to *Us* using any personal information collected by *Us* for the following purposes or as required by law:

- (a) The performance of the *Services*,
- (b) the analysing, verifying and checking of *Your* credit and/or payment status,
- (c) the processing of any payment instructions, direct debit facilities and/or credit facilities requested by *You*, and
- (d) enabling the daily operation of *Your* account and/or the collection of amounts outstanding in *Your* account.

23.4 *We* may give information about *You* and the *Guarantor* to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about *You* and/or the *Guarantor*, or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about *You* and/or the *Guarantor*.

24. GST

24.1 The *Contract Price* and all other monies payable by *You* pursuant to the *Agreement* are exclusive of *GST*.

24.2 If *We* incur a liability to pay *GST* in connection with a supply to *You* pursuant to the *Agreement*, the consideration that *You* must pay to *Us* for the supply is increased by an amount equal to the *GST* liability that *We* incur in making the supply and the amount of the *GST* liability is payable at the same time and in the same manner as the consideration in respect of the supply is payable.

24.3 *We* shall provide *You* with a tax invoice for any *GST* included in any payment made pursuant to the *Agreement*.

25. Notices

25.1 The parties agree that email shall be the primary method of contact and communication in relation to any matters arising under the *Agreement*.

25.2 A notice is deemed to have been given or serviced if the notice is:

- (a) delivered by hand to the other party,
- (b) posted by ordinary prepaid mail to the other party's address (including a Post Office Box) stated in the *Quotation* on the second *Business Day* following the date of posting, or
- (c) sent by email to the parties' email address stated in the *Quotation* upon receiving confirmation of delivery of the email without error.

26. General

26.1 Payments may only be made by cash, bank cheque or electronic funds transfer.

26.2 *You* may not; (a) set off against or deduct from any monies payable under the *Agreement* any sums owed or claimed to be owed by *Us* to *You*, or (b) withhold payment of any *Invoice* because the *Invoice* or part of it is in dispute.

26.3 The *Agreement* embodies the whole agreement between the parties relating to the subject matter of the *Agreement* and supersedes any and all oral and written negotiations and communications by or on behalf of any of the parties.

26.4 The terms in the *Agreement* may not be varied, waived, discharged or released, except with the prior written consent of the parties.

26.5 No right under the *Agreement* is waived or deemed to have been waived in relation to any particular instance unless in writing and signed by the party waiving the right. A party does not waive its right under the *Agreement* by granting an extension of time or any other forbearance to another party.

26.6 The parties agree that a construction of the *Agreement* that results in all provisions being enforceable is to be preferred to a construction that does not so result.

26.7 If, despite the application of Clause 26.6, a provision of the *Agreement* is illegal or unenforceable:

- (a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or those words are severed; and
- (b) in any other case, the whole provision is severed, and the remainder of the *Agreement* continues in force.

27. Definitions & Interpretation

27.1 In these terms and conditions:

- (a) "*Agreement*" means the agreement between *You* and *Us* arising in accordance with Clauses 1.1 and 1.2,
- (b) "*Business Day*" means any day other than Saturdays, Sundays or public holidays,
- (c) "*Estimated Delivery Period*" means the period of time specified in the *Quotation* for the delivery of the *Goods*, as extended in accordance with the terms of this *Agreement*,
- (d) "*Consignee*" means the person to whom the *Goods* are to be delivered,
- (e) "*Consignment Note*" means the document that contains the details of the *Goods* and the *Consignee*, to be delivered with the *Goods*,
- (f) "*Contract Price*" means the amount or rates stated as the price in the *Quotation*,
- (g) "*Dangerous Goods*" means goods that are noxious, dangerous, hazardous, explosive, radioactive, inflammable or capable by their nature of causing damage or injury to other goods, persons, plants or animals or to any thing including that in which the *Goods* are carried, handled or stored,
- (h) "*Dispute Notice*" has the meaning attributed to it in Clause 14.1,
- (i) "*Goods*" means the chattels, articles or things (and documents in relation thereto) tendered for carriage or bailment or other services by *You* and shall include the container(s), unit load device(s) or other packaging containing the same and any other pallet(s) delivered to *Us* or *Our* contractor,
- (j) "*GST*" has the same meaning as given to it in the *A New Tax System (Goods and Services Tax) Act 1999*,
- (k) "*Guarantor*" means the person or persons who have signed the *Order* as *Guarantor* and includes their executors, administrators, successors and assigns,
- (l) "*Order*" means the *Order* document, or other document, signed by *You* in relation to the *Quotation* and these terms & conditions,
- (m) "*Quotation*" means the proposal, if any, provided by *Us* to and in respect of the delivery of the *Goods* to which the *Order* relates,
- (n) "*Restricted and/or Prohibited Goods*" means those items listed under same heading on *Our* website,
- (o) "*Services*" means the arranging and/or performance of the carriage, transport, movement, packing, handling and/or any other service by *Us* or *Our* contractor as part of or in connection with the *Quotation*,
- (p) "*Variation*" means to vary the delivery of the *Goods*, deliver additional or varied *Goods*, or changing the scope of the *Services*,
- (q) "*We*", "*Us*" or "*Our*" means National Freight Management Pty Limited ACN 084 615 136, and
- (r) "*You*" or "*Your*" means the party named as the client or customer in the *Quotation*.

27.2 In the *Agreement*, unless otherwise indicated by the context:

- (a) the singular includes the plural and vice versa,
- (b) headings to Clauses are included for the sake of convenience only and will not affect the interpretation of the Clauses to which they relate,
- (c) references to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation,
- (d) the word person means and includes a natural person, a company, a firm or any other legal entity whether acting as a trustee or not,
- (e) the *Agreement* will bind each party's legal personal representatives, successors and assigns, and
- (f) where a party comprises two (2) or more persons the rights and obligations of such persons pursuant to the *Agreement* will ensue for the benefit of and bind each of them jointly and severally.